

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

MISSION AIR SUPPORT, INC.,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No.: CIV-21-1034-D
)	
KSNL AERO, LLC,)	
)	
)	
Defendant.)	

**DEFENDANT/COUNTERCLAIM PLAINTIFF KSNL
AERO, LLC’S RESPONSE TO PLAINTIFF’S MOTION FOR
ENTRY OF PROTECTIVE ORDER [DKT. NO. 18]**

Defendant/Counterclaim Plaintiff KSNL Aero, LLC (“KSNL”) hereby files its Response to the Motion for Entry of Protective Order (the “Motion”) [Dkt. No. 18] filed by Plaintiff/Counterclaim Defendant Mission Air Support, Inc. (“Mission Air”).

Mission Air’s Motion contains multiple, egregious misrepresentations to this Court.¹ It constitutes bad faith and sharp practice to file the Motion with a representation to the Court that it is unopposed. *First*, Mission Air represents to this Court that counsel for Mission Air “has circulated a draft of the [Motion] and proposed protective order to counsel for KSNL” and that the “draft proposed protective order circulated at the time was substantially identical to the proposed order submitted contemporaneously with this

¹ Prior to filing this Response, KSNL’s undersigned counsel attempted to contact Mission Air’s counsel via email and telephone, but did not receive an immediate response. In light of Mission Air’s representation that this Motion is unopposed, KSNL determined that it must urgently submit this Response, for fear that the Court would enter the protective order without granting KSNL an opportunity for review, at the very least.

Motion.” (Motion ¶ 2.) KSNL’s counsel can find no record of receiving drafts of the Motion or the proposed protective order from Mission Air’s counsel.

Second, Mission Air represents that “[c]ounsel for...KSNL...advised KSNL was in agreement with the filing/submission of the draft motion and order prepared by counsel for [Mission Air].” (Id. ¶ 3.) This assertion is patently false. KSNL’s counsel has not received or reviewed the proposed Motion or protective order, much less approved those forms. In a three paragraph Motion, two of those paragraphs are misrepresentations to this Court.

As KSNL’s counsel indicated, it would consider any reasonable request for protective order that Mission Air might forward. KSNL’s counsel never agreed to accept whatever protective order Mission Air might propose, sight unseen. Mission Air’s representation that KSNL’s counsel reviewed and approved the Motion and proposed order is knowingly and egregiously false. KSNL still may consent to Mission Air’s proposed protective order, but it must first be given the opportunity to review it.

Unfortunately, this is becoming a pattern and practice of misrepresentation in this case. Mission Air filed a state court Petition and a preliminary injunction motion without mentioning the most critical underlying fact—the existence of KSNL’s lien on the aircraft at issue. They filed a frivolous motion to appoint a receiver that they only withdrew on threat of sanction. KSNL respectfully requests Court intervention to stop this course of conduct.

Respectfully submitted,

/s/ Joshua D. Burns

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**ATTORNEYS FOR DEFENDANT
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KSNL AERO, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 15, 2022, I electronically transmitted the above and foregoing instrument for filing and for transmittal of a Notice of Electronic Filing through the CM/ECF system to all ECF registrants in this case as follows:

Nicholas Atwood, natwood@rrmalaw.com

Counsel for Plaintiff/Counterclaim Defendant

/s/ Joshua D. Burns

Joshua D. Burns